IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.157 OF 2003
IN
SUMMARY SUIT NO.3766 OF 2002

Pam Pharmaceutical & Allied Machinery Company Ltd. ...Plaintiff
Vs.
M/s. Herby International Pvt. Ltd. ...Defendants

Mr.Shirish Deshpande Adv. i/b. Mr. Rohit Shetty Adv. for Plaintiff
Mr.D.P. Shah, Adv. for Defendants

CORAM: D.G. DESHPANDE,J.
DATED: 15TH SEPTEMBER, 2004

P.C.

. Heard Advocate for the Plaintiff and Defendants. The claim of the Plaintiff in this case the principal outstanding amount of Rs.3,31,014.96 along with interest it was Rs.4,24,497.25. Counsel for the Plaintiff states that inspite of this claim the Plaintiff agreed to take Rs.4,00,000/- only from the Defendant for which the Defendants issued four cheques. But subsequently those cheques were taken back by them. According to the Defendant their total liability is only Rs.3,31,000/-, out of which they had paid Rs.2,75,000/- by Demand Draft and subsequent payment of Rs.56,000/-.

. Plaintiff's Advocate admits to have received this amount of Rs.2,75,000/- and Rs.56,000/- . He clarifies that the Defendant has agreed to pay

Rs.56,000/- by letter dated 2nd August, 2004. So the dispute remains about Rs.69,000/- only. The Defendant cannot say that they are not liable to pay interest when the goods sold in respect of transactions where goods were sold and prices were not paid. Therefore, leave to defendant to deposit Rs.69,000/- within three weeks.

. Summons for Judgment is disposed of, transferred to Commercial Courts.

(D.G.DESHPANDE)

JUDGE